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| Description of Document | : | Article 12 Bond |
| Description | : | TENDER AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | EXECUTIVE ENGINEER ELECTRICAL BBMP BYATARAYANAPURA |
| Second Party | : | SBES ELECTRICALS |
| Stamp Duty Paid By | : | SBES ELECTRICALS |
| Stamp Duty Amount(Rs.) | : | 500 (Five Hundred only) |

For SRI SUDHA CO OP. BANK LTD

AUTHORISED SIGNATORY

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**BRUHAT BENGALURU MAHANAGARA PALIKE**

**ESTIMATE COST: 22.75 Lakhs** **AGREEMENT No. 000010 /2021-22**

**Job Code No :010-22-000003** No: **BBMP/EE/ELE/YZ/TEND/06/21-22**

This agreement, made the 01ST Day of APRIL-2022 between the **Bruhat Bengaluru Mahanagara Palike, Amruthahalli main road, Byatarayanapura Bangalore-92**, represented by the **Executive Engineer (Electrical), Yelahanka division**, here in after called and reffered to as BBMP on ONE PART, and **M/s.SBES Electricals, No.69, 1st Main Road, 1st Cross, RMV Extension, 2nd Phase, Devasandra Bangalore-94**. Here in after called and referred as **CONTRACTOR** on the other part

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For S.B.E.S. ELECTRICALS

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(ವಿದ್ಯುತ್) ಯಲಹಂಕ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

Statutory Alert:
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WHEREAS, the Executive Engineer (Elec.,) Yelahanka Division, BBMP has invited Tenders from eligible registered contractor for **"Annual Maintenance and repairs of street lights in Ward No.10 Package Y-10 of Yelahanka Zone."** coming under Yelahanka Zone vide Tender Notification No.EE/ELE/Yelahanka/TEND/06/2021-22, Dated:05/02/2022 apart from the other agencies, **M/s.SBES Electricals**, have also quoted competitive rates of **Rs.14,77,885.00** Which is - **34.6832%Below** for the sanctioned estimate rates the SR of 2019-20 and contractor has paid Difference Amount of **Rs.7,84,800.00 vide Term Deposit Receipt No.7346998138, Dated:30.03.2022 and 5% Security Deposit Amounting to Rs.73,900.00 vide Term Deposit Receipt No.7346996462 (Kotak Mahindra Bank), Sadhashiva Nagar Branch, Dated: 28/03/2022.**

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The B.B.M.P shall pay to the contractor at the said rates mentioned in the Schedule 'B' as and when the Bills are submitted by the Contractor for work done.

4. The Contractor shall carry out the work according instructions given by the concerned Engineer.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such there sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Electrical Street light Maintenance Work for the Period of One Year.

7. The Contractor shall be responsible for and shall pay compensation to his workmen payable under the work Men Compensation Act 1923 for Injuries of any (God forbid ) caused to the workmen or vehicles or other Property during the Execution of the work and also the liability that may arise under the common law.

8. The detailed estimate and tender documents shall from part and parcel of this agreement.

9. After receiving the Work Order, the tenderer shall commence the work immediately without deviation & failure to do work ,it will be presumed that the tenderer is not interested in the work & EMD will be forfeited and work will be taken through the next lowest Contractor at the cost & responsibility of the tenderer.

10. The work executed shall be of standard and quality work by using quality material as prescribed from Time-to Time as directed.

11. GPS Photos pertaining to this work shall be submitted along with the Bill.

For S.B.E.S. ELECTRICALS

Proprietor

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
(ವಿದ್ಯುತ್) ಯಲಹಂಕ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

12. The successful tenderer should install GPS System in the ladder jeep vehicle and it should be communicated to the BBMP office control room. If failed to install GPS system to the vehicle within 15 days of the Date of Work Order, the L1 Bidders tender is terminated and forfeited his EMD, Tender Difference amount ,FSD etc. If L2 tenderer is willing to do the maintenance of that respective package can execute and complete the work at the accepted tender rate irrespective of the cost of the work

13.Security Deposit amount will be returned one year after successful completion.

14. In additions to the fines stated in the tender document, if the contractor is fails to produce the ladder jeep to the daily maintenance of the respective packages the fine imposed will be Rs500.00/day. If repeated beyond one day the fine will be doubled in each subsequent absent days.

15. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz :

i) Letter of Acceptance
ii) Notice to proceed with the works; (Work Order)
iii) Contractor's Tender;
iv) Contract Data ;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications ;
vii) Drawings;
viii) Bill of quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of : 1) .....

For JAICAB ELECTRICALS

Proprietor

2) .....

Signed, Sealed and Delivered by the said **Executive Engineer, (Electrical - Yelahanka Division), Bruhat Bengaluru Mahanagara Palike.**
in the presence of :

For S.B.E.S. ELECTRICALS

Binding Signature of Contractor .....

Proprietor

Binding Signature of Employer .....

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